

# EXHIBIT 68-4



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 Attorney for Defendants (except Brian and Corrina Colvin)

UNITED STATES DISTRICT COURT  
 DISTRICT OF ARIZONA

Valentino Dimitrov, individually, and on behalf of  
 all others similarly situated;

Plaintiff,

v.

Stavatti Aerospace. Ltd, a Minnesota corporation;  
 Stavatti Aerospace Ltd, a Wyoming corporation;  
 Stavatti Corporation, a Minnesota corporation;  
 Stavatti Immobileare. Ltd. A Wyoming  
 corporation; Stavatti Niagara, Ltd. A New York  
 corporation; Stavatti Super Fulcrum, Ltd, a  
 Wyoming corporation; Stavatti Ukraine, a  
 Ukrainien business entity; Stavatti Heavy  
 Industries Ltd. a Hawaii corporation; Christopher  
 Beskar and Maja Beskar, husband and wife; Brian  
 Colvin and Corrina Colvin, husband and wife;  
 John Simon and Jean Simon husband and wife ;  
 William Mcewen and Patricia Mcewen, Husband  
 and wife; Rudy Chacon and Jane Doe Chacon.  
 Husband and wife; and DOES 1-10, inclusive

Defendants.

Case No. 2:23-CV-00226-DJH

**DEFENDANTS' RESPONSES  
 TO PLAINTIFF'S FIRST SET  
 OF REQUESTS FOR  
 ADMISSIONS AND NON-  
 UNIFORM  
 INTERROGATORY NO. 1 TO  
 DEFENDANT STAVATTI  
 NIAGRA LTD, A NEW YORK  
 CORPORATION**

**(Assigned to the Honorable  
 Diane J. Humetewa)**

Defendants, by and through legal counsel, hereby responds to Plaintiff's First Set of  
 Requests for Admissions:

REQUESTS FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 1: Admit that Defendant Stavatti Aerospace, Ltd. and  
 Plaintiff executed a Promissory Note for a principal sum of one million (\$1,000,000) dollars.

ADMIT \_\_\_\_\_ DENY \_\_\_\_\_ x \_\_\_\_\_

1 NON-UNIFORM INTERROGATORY NO. 1: For each of the above requests for admissions  
2 that you do not unequivocally admit, state the following:

3 a. The factual basis for your denial.

4 The Promissory Note was not executed or authorized by Chris Beskar on behalf of Stavatti  
5 Aerospace LTD. The signature on the Promissory Note appears to have been lifted from a  
6 blank form non-disclosure agreement to which Brian Colvin had access.

7 b. The identity of all witnesses who can testify to those facts.

8 Chris Beskar

9 c. The identity of all documents supporting or evidencing your denial.

10 **See attached.**

11 d. The investigation you undertook to ascertain the factual basis for the denial.

12 Communications with client regarding the matter.

13 REQUEST FOR ADMISSION NO. 2: Admit that the Promissory Note, referenced in  
14 Request for Admission No. 1, required repayment of the principal by May 1, 2022 to  
15 Plaintiff.

16 ADMIT \_\_\_\_\_ DENY \_\_\_\_x\_\_\_\_\_

17  
18 NON-UNIFORM INTERROGATORY NO. 1: For each of the above requests for admissions  
19 that you do not unequivocally admit, state the following:

20 a. The factual basis for your denial.

21 The Promissory Note is not enforceable according to its terms because it was not authorized  
22 and so it does not require repayment on the date specified in it.

23 b. The identity of all witnesses who can testify to those facts.

24 Chris Beskar

25 c. The identity of all documents supporting or evidencing your denial.

26 Not applicable

27 d. The investigation you undertook to ascertain the factual basis for the denial

28 Communications with client regarding the matter and general understandings of legal  
principles.

1 REQUEST FOR ADMISSION NO. 3: Admit that Defendant was the entity required to repay  
2 the payment of principal by May 1, 2022 to Plaintiff.

3 ADMIT \_\_\_\_\_ DENY \_\_\_\_\_x\_\_\_\_\_

4  
5 NON-UNIFORM INTERROGATORY NO. 1: For each of the above requests for admissions  
6 that you do not unequivocally admit, state the following:

7 a. The factual basis for your denial.

8 The Promissory Note is not enforceable according to its terms because it was not executed  
9 or authorized by the alleged Borrower so Defendant is not required to repay it. Answering  
10 Defendant is not the alleged Borrower on the Note.

11 b. The identity of all witnesses who can testify to those facts.

12 Chris Beskar

13 c. The identity of all documents supporting or evidencing your denial.

14 Not applicable.

15 d. The investigation you undertook to ascertain the factual basis for the denial  
16 Communications with client regarding the matter and general understandings of legal  
17 principles.

18 REQUEST FOR ADMISSION NO. 4: Admit that Defendant Christopher Beskar signed the  
19 Promissory Note, referenced in Request for Admission No. 1, on behalf of Stavatti  
20 Aerospace, Ltd., as disclosed in Stavatti Aerospace, Ltd.'s Initial Disclosure Statement  
21 Exhibit 1.

22 ADMIT \_\_\_\_\_ DENY \_\_\_\_\_x\_\_\_\_\_

23  
24 NON-UNIFORM INTERROGATORY NO. 1: For each of the above requests for admissions  
25 that you do not unequivocally admit, state the following:

26 a. The factual basis for your denial.

27 Same answer as NUI No.1

28 b. The identity of all witnesses who can testify to those facts.

Ditto

1 c The identity of all documents supporting or evidencing your denial.

2 ditto

3 d The investigation you undertook to ascertain the factual basis for the denial

4 Ditto

5  
6 REQUEST FOR ADMISSION NO. 5: Admit that the Promissory Note requires payment of  
7 five million (\$5,000,000) dollars on or before February 27, 2026

8 ADMIT \_\_\_\_\_ DENY \_\_\_\_x\_\_\_\_\_

9  
10 NON-UNIFORM INTERROGATORY NO. 1: For each of the above requests for admissions  
11 that you do not unequivocally admit, state the following:

12 a. The factual basis for your denial.

13 The Promissory Note is not enforceable according to its terms because it was not executed  
14 or authorized by the alleged Borrower so Defendant is not required to repay it. Defendant  
15 admits however that the note specifies payments of \$5,000,000 on or before February 27,  
2026.

16 b. The identity of all witnesses who can testify to those facts.

17 Chris Beskar

18 c. The identity of all documents supporting or evidencing your denial.

19 **See attached.**

20 d. The investigation you undertook to ascertain the factual basis for the denial  
21 Communications with client regarding the matter and general understandings of legal  
22 principles.

23  
24 REQUEST FOR ADMISSION NO. 6: Admit that Defendant Christopher Beskar is  
identified as the CEO of Stavatti Aerospace, Ltd. on the Investment Note.

25 ADMIT \_\_\_\_x\_\_\_\_\_ DENY \_\_\_\_\_

26  
27 REQUEST FOR ADMISSION NO. 7: Admit that Defendant Christopher Beskar has signed  
28 documents as the CEO of Stavatti Aerospace, Ltd. prior to the date of the Investment Note.

(Defendant assumes Plaintiff meant to say Promissory Note as defined in the Definitions)

ADMIT ☒ DENY \_\_\_\_\_

REQUEST FOR ADMISSION NO. 8: Admit that Stavatti Aerospace Limited received at least \$900,000 from Plaintiff.

ADMIT ☒ DENY \_\_\_\_\_

REQUEST FOR ADMISSION NO. 9: Admit that Stavatti Aerospace Limited has not returned any portion of the one million (\$1,000,000) dollars principal balance to Plaintiff.

ADMIT ☒ DENY \_\_\_\_\_

REQUEST FOR ADMISSION NO. 10: Admit that Defendant has never manufactured any aircraft.

ADMIT ☒ DENY \_\_\_\_\_

REQUEST FOR ADMISSION NO. 11: Admit that Defendant owns the former U.S. Army Reserve Center located on an airside location at 9400 Porter Road, Niagara Falls International Airport, in Niagara, New York.

ADMIT \_\_\_\_\_ DENY ☒

This Request is denied because the Porter Road property is owned by Stavatti Aerospace LTD., a Wyoming corporation not this answering Defendant.

REQUEST FOR ADMISSION NO. 12: Admit that on June 30, 2022, Rudy Chacon informed Plaintiff via email about the potential funding of \$17 million from Del Morgan's brokerage firm for Stavatti Aerospace, Ltd.

ADMIT ☒ DENY \_\_\_\_\_

DATED this     day of August 2024

BY /s/ Terry Dunmire

Terrance D. Dunmire

CERTIFICATE OF SERVICE Terrance Dunmire hereby certifies that on this

x day of August 2024, he electronically transmitted the attached document to the following individuals:

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Attorney for Brian and Corrina Colvin

By: /s/ Terry Dunmire